



Delaware Spay & Neuter Program 501(c) (3) Participant Agreement

Organization Name: _____

Address: _____

Phone/FAX: _____

Email Address: _____

Representative: _____

Title: _____

INSTRUCTIONS

- Complete all three copies of this Agreement.
- Mail all three copies, with proof of authorized signer (copy of Articles of Incorporation and/or Corporate By-Laws), to Spay & Neuter Program, Office of Animal Welfare, 1901 N. Du Pont Hwy., Carvel Building, Lower Level, New Castle, DE 19720.
- One signed copy will be returned as approval to participate as a provider.

AGREEMENT

I understand that for my organization to qualify for spay and neuter procedures under the Delaware Spay & Neuter Program (“the Program”), the organization must be registered as a Delaware non-profit corporation with the Delaware Secretary of State, Division of Corporations, and be in good standing. I further understand that the organization I represent must state in its corporate purpose clause, or in its mission statement, that its activities are devoted to animal rescue, animal welfare, or the humane treatment of animals.

I understand that the organization must be exempt from federal taxation in accordance with Internal Revenue Code § 501(c)(3) [26 U.S.C. § 501(c)(3)]. I further understand that the Spay & Neuter Program is to be used to supplement other funds raised by my organization.

I understand that the procedures provided under the Program may only be applied to abandoned, free-roaming, homeless, stray, or unwanted cats or dogs that originated in Delaware.

I understand that in order to receive funds from the program for sterilization surgeries, my organization must submit a *Request for Funding* to the Program coordinator during the established application periods. I understand requests submitted outside a quarterly application period will not be considered. I understand the funds will be awarded based on guidelines established by the administrator, including the capacity of my organization to facilitate the sterilization of animals.

I understand my organization will receive *Certificates for Surgery* based on the amount of funds awarded to my organization during predetermined allocation periods. I understand only members of my organization may handle *Certificates for Surgery* and must facilitate the transfer of such certificates directly to a surgery provider prior to a sterilization procure. I understand it is the responsibility of my organization to maintain and keep track of *Certificates for Surgery* and that giving certificates awarded to my organization to a person who is not a member of my organization is forbidden and may result in termination from the Program. I understand that surgery providers will not perform procedures under the Program without the *Certificate for Surgery* form signed by the Spay & Neuter Program Coordinator.

I understand any funds encumbered for certificates that are not used by my organization will be returned to the Spay & Neuter Program Fund.

I understand that, if my organization administers rabies vaccinations, the veterinarian is required to pay rabies surcharges as required by law and maintain copies of rabies vaccination certificates for a minimum of 12 months after the expiration date of the vaccination.

I understand that this is a voluntary program and Spay & Neuter Program personnel or I can reassess my participation in the Program at any time. In response to concerns expressed about animal welfare, I understand that any premises where animals are kept by the organization may be subject to inspections and inquiry regarding these concerns. In response to concerns expressed about improper business practices, I understand that the organization may be subject to inquiry regarding these concerns. I understand that termination of my participation can occur at the request of either party, and requires written notification within 15 days prior to the termination.

I certify that I have read, understand and agree with all statements above.

 Name (Please print legibly)

 Title

 Signature

 Date

STATE USE ONLY

 Program Coordinator, OAW

 Date

 Karyl T. Rattay, MD, MS, Director, DPH

 Date